

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER of the *Consumer Protection Act* RSA 2000, c. C
26.3, Part 3.1 and *Life Leases Interest Rate Regulation* Alberta
Regulation 177/2024;

IN THE MATTER OF the *Societies Act*, RSA 2000, c.S-14, ss. 26
and 35;

IN THE MATTER OF the *Trustee Act*, RSA 2000, c.T-8, ss. 21, 23,
25, 34(2) and 46;

IN THE MATTER OF the *Business Corporations Act*, RSA 2000,
c.B-9, ss. 81, and 85 Part 8, ss. 214, 215, 231 and 232;

IN THE MATTER OF the *Judicature Act*, RSA 2000, c.J-2, ss. 8, 13,
16 and 19

AND IN THE MATTER OF LIONS VILLAGE OF GREATER
EDMONTON SOCIETY

APPLICANTS

CARLA TREMBLAY in her capacity as
executrix of the estate of EDITH
GREENE, deceased, and GISELE
LEBLANC, and SUSAN VAN ESSEN
and TEUNIS (aka TONY) VANESSEN
and LIFE LEASE HOLDERS and
LENDERS UNDER RELATED LOAN
AGREEMENTS

RESPONDENT

LIONS VILLAGE OF GREATER
EDMONTON SOCIETY

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF

MILLER THOMSON LLP
Barristers & Solicitors
#2700, Commerce Place
10155 – 102 Street N.W.

Click or tap here to enter text.

Clerk's Stamp



PARTY FILING THIS
DOCUMENT

Edmonton, Alberta, Canada
T5G 4G8
Attention: Terrence M. Warner and Michael Gibson
Email: twarner@millerthomson.com /
mgibson@millerthomson.com
Telephone: 780-429-9727 / 780-429-9733
File Number: 0298982.0001

**AFFIDAVIT
OF
TEUNIS (aka TONY) VAN ESSEN**

Sworn on July 3, 2026

I, Teunis (aka Tony) Van Essen, of Red Deer, Alberta, SWEAR AND SAY THAT:

1. This affidavit is sworn by me, but it is made on my behalf and on behalf of my wife Susan in support of the relief sought in the Originating Application filed in these proceedings.
2. Susan and I are former residents of Lions Village Railtown at 10916 102nd Avenue, Edmonton ("Railtown"), one of three locations operated by Lions Village of Greater Edmonton Society ("Lions Village"), and as such have personal knowledge of the facts deposed to herein, except where stated to be known by information or belief, and where so stated I verily believe the same to be true.
3. My wife Susan and I became residents of Railtown pursuant to a Life Lease agreement dated October 16, 2024, in suite 506 for which we paid \$109,000. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Life Lease and related documents.
4. Susan and I previously resided in Abbotsford, British Columbia where we had a life lease through Aavangen Housing Society ("**Aavangan**"), which operated a Seniors Housing Complex in Abbotsford.
5. The Aavangen property was well maintained and when we acquired the Life Lease, we were advised that funds we paid to acquire the Life Lease would be placed in trust and would be returned to us when we vacated the complex, less certain charges.
6. The Aavangen complex provided low cost housing to seniors who are 55 years and older. We were advised that the administration of the Society was carried out by an elected Board of Directors. We were advised that there was a workshop, where woodworking, metal & mechanical projects, and crafts could be enjoyed and various other amenities.
7. At Aavangen, we paid monthly fees which, when we left were in the amount of \$215 per month. When we decided to leave Aavangen, we received our funds back within 3 days of leaving.
8. I have outlined the foregoing because when we came to Edmonton we were already familiar with the Life Lease concept and were under the impression that Lions Village would be similar to Aavangen.

9. Our contact when we purchased the Life Lease at Lions Village was Hannah Osborne, and she told us when we were first considering purchasing in Lions Village that our money would be held in trust, would be secured by a mortgage on title to Railtown and would be paid to us within 90 days of leaving Lions Village.
10. We were told there were various amenities at Lions Village, including, significantly a workshop, where woodworking, metal & mechanical projects, and crafts could be enjoyed. It all sounded very similar to what we were used to at Aavangen, and because of the connection to Lions Club International, we did not question what we were being told.
11. I have read the Affidavits of Carla Tremblay (the "**Tremblay Affidavit**") and Gisele LeBlanc (the "**Leblanc Affidavit**") and I am familiar with the facts and matters disclosed therein which I verily believe are true, and as such, those facts and matters are incorporated herein.
12. I note in particular the comments of Gisele Tremblay as set out in the Tremblay Affidavit, regarding the web site of Lions Village and the fact it markets itself as "A Non-Profit Charitable Organization Committed to Life Lease Seniors Housing for Adults 55 and older" and is a non-profit society affiliated with Lions Clubs International that is dedicated to serving seniors.
13. The claimed affiliation with Lions Clubs International was an important consideration for us when we were considering purchasing the Life interest at Lions Village as we felt with the connection to the Lions Club, we could trust Lions Village and our funds were secure.
14. At Aavangen, we received a monthly statement that showed the extent of the funds being held in trust. After we acquired the unit in Lions Village, I was expecting that we would similarly receive monthly statements from Lions Village, but none were forthcoming.
15. After we purchased in October 2024, I started placing calls to Kenneth Gill ("**Gill**") trying to ascertain where the funds we paid were being held in trust, but I was never able to reach Gill. On most occasions when I called, if my call was answered at all, they were answered by another individual. He would tell me he would give Gill the message and that Gill would call me back as soon as he could. No calls were ever returned by Gill. I asked the person who answered my calls what his name was and he refused to tell me.
16. All of the residents of Lions Village are senior citizens, many of them are disabled, and many of them continue to reside there because they have no other alternative based upon their financial circumstances. I am aware of the fact that many of the residents purchased their units with their life savings and are living off of Canada Pension Plan monthly payments or (as in the case of Gisele Tremblay) AISH.
17. I realized very soon after we moved in Lions Village Railtown that the building was in very poor condition. Basic maintenance issues were not being addressed either on a timely basis or in many cases, at all.
18. In July of 2025, I agreed to stand in for the building's caretaker, Stirling McLaughlin ("**McLaughlin**") who wanted to go on vacation. I knew before I did this that there were numerous maintenance issues in the Railtown building, one of which was a leaky roof which needed repair, but what I discovered with Railtown when I stood in for McLaughlin were shocking.

19. In particular:

- a) There was a lady by the name of Rebekah O'Brien, a former nun, who was elderly and very frail. She had no functioning toilet when I assumed McLaughlin's duties, and apparently, had not had a functioning toilet for a considerable period of time before that. She was forced to fill a bucket of water, carry it to the toilet and pour it into the toilet.
- b) There was a unit in Railtown which had an open pipe protruding into the suite and water was dripping from the pipe. Railtown's solution was to place a bucket beneath the pipe which had to be emptied on a regular basis.
- c) There were numerous suites which had closet doors that were off the rails and were in a non functional condition. In many cases, the closet doors were leaning against a wall in the suite.
- d) There were numerous unresolved electrical issues throughout the building, which included our suite, which I believe posed a serious safety concern.
- e) There were numerous unresolved plumbing issues including leaks in various suites, the solution for which involved the use of a bucket to catch the leak rather than repairing the leak.
- f) Gisele Tremblay made reference to her balcony in her affidavit, but I encountered numerous balconies that were in a similar state of disrepair and had been for some time.
- g) In McLaughlin's office I found unaddressed maintenance requests going back several months.

20. What I listed in the previous paragraph were just some examples of what I found, but there are many more.

21. As a result of the unresolved maintenance issues, I joined the Railtown Resident's Committee ("RRC"), which was formed to address concerns regarding the lack of proper maintenance of Railtown. Not only were there safety concerns but the state of disrepair of Railtown had a significant impact on our quality of life, and I believe that of Railtown residents generally.

22. What Susan and I found disturbing as well as McLaughlin was "curbing" or running an unlicensed business from Railtown selling vehicles for profit. We were told that the workshop, which was supposed to be an amenity for the residents of Railtown was off limits because McLaughlin was using the workshop to repair the cars he was selling, which included mechanical repairs and painting vehicles in the workshop. There were lithium batteries being charged in the workshop, open containers of fuel and waste being stored on site, all of which are a fire hazard..

23. I am advised by many residents I spoke to that when McLaughlin was confronted on this issue, his response was something to the effect "this is my building and I can do what I want" and "if you complain I will put you out of the building". He was gruff and intimidating to the elderly residents, and many were simply afraid of him.

24. We decided to terminate our Life Lease for all of the issues outlined above. We were very concerned about the poor general condition of Lions Village Railtown. It was and continues to

be in a terrible state. I became a member of the RRC hoping that we could make a difference in terms of improving the overall condition and in particular, to try and influence Lions Village in taking better care of the building which had become our home.

25. I came to learn that Lions Village effectively ignored the concerns raised by the RRC and nothing changed prior to the time we left Railtown. This is a serious management failure which affects the quality of life of the residents.
26. Based upon the terms of my Life Lease Agreement and on the January 26, 2026 email from Kenneth Gill which is part of Exhibit "B", the funds we paid to Lions Village should have been available on June 29, 2026, but were not forthcoming.
27. On June 26, 2026, I sent a formal request to Kenneth Gill requesting the return of our funds, which was not responded to. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of my June 26, 2026 email to Kenneth Gill.
28. I am aware of the fact that there are numerous others who have been waiting much longer for the return of their funds than Susan and I have, and part of my rationale in becoming an applicant in this matter is to try and address this travesty.
29. I am aware of the dire financial circumstances of Lions Village which Linda Stainton in the March 30 meeting at Railtown attributed to chronic mismanagement. The problem is, she and the current executive director, Kenneth Gill have been in control of Lions Village for a number of years now, and hence the mismanagement is attributable to them.
30. As a result of the foregoing, I have no confidence in the ability or the intention of Lions Village to effectively and efficiently manage Lions Village and in particular, to address maintenance issues and believe that the appointment of the Receiver is just, convenient, and necessary to protect the interest of the Life Lease tenants of Lions Village.
31. I make this affidavit in support of the Applicants' application for the above noted relief and for no improper purpose.

SWORN BEFORE ME at Red Deer,
Alberta, this 3 day of July 2026.


Commissioner for Oaths in and for the
Province of Alberta

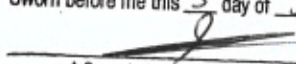
Alexandra Sainsbury
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sep. 17, 2026
Appointee # 0770682

Teunis Van Essen

This is Exhibit "A" referred to in the Affidavit of Teunis Van Essen, sworn before me this
3 day of July, 2026



A Commissioner for Oaths
in and for the Province of Alberta

THIS IS EXHIBIT "A" referred to in the
Affidavit of Teunis Albertus Jan Van Essen
Sworn before me this 3 day of July, 2026


A Commissioner for Oaths in and for Alberta

Alexandra Sainsbury
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sep. 17, 2026
Appointee # 0770682

LIONS VILLAGE OF GREATER EDMONTON SOCIETY,
a duly incorporated society under the Societies Act of the Province of Alberta
(hereinafter referred to as the "Landlord")

OF THE FIRST PART

- and -

Susan and Teunis Van Essen, jointly
(hereinafter referred to as the "Tenant")

OF THE SECOND PART

AND WHEREAS the Landlord is developing the Lands by constructing thereon, or has constructed thereon, an apartment complex.

AND WHEREAS the Tenant desires to lease a Suite in the Project on the terms and conditions hereinafter set forth;

NOW THEREFORE this Agreement witnesseth that in consideration of the rents, covenants and agreements herein contained, the Landlord and Tenant agree as follows:

ARTICLE 1-DEFINITIONS

- 1.1 In this Lease, the following words and phrases shall have the meanings hereinafter set out:
- 1.1.1 **"Commencement Date"** shall mean the 2 day of October 2024.
- 1.1.2 **"Debt Service"** shall mean the principal and interest and other charges incurred by the Landlord on an annual basis in respect to the first mortgage which is or shall be registered against the Lands and Project.
- 1.1.3 **"Deemed Debt Service"** shall mean an amount equal to the interest at the then prevailing interest rate for first mortgages on projects of a similar nature in a similar locale on a principal amount equal to the Landlord's Equity.
- 1.1.4 **"Lands"** means that parcel of land located in the City of Edmonton, in the Province of Alberta and designated as one of:
- 1.1.4.1 Lions Village Riverside, legally described as Condominium Plan 0324309. Unit 117 and 118, municipally described as 204 Haddow Close, Edmonton, AB, or
- 1.1.4.2 Lions Village Castledowns. legally described as Condominium Plan 0122745. Unit 1, Unit 2, Unit 3, Unit 4 and 3000 undivided one ten thousandth shares in the common property excepting thereout all mines and minerals, municipally described as 15617 and 15625 Castle Downs Road. Edmonton, AB, or
- 1.1.4.3 Lions Village Railtown, legally described as Plan 9826195 Block 9B Lot 4A excepting thereout all mines and minerals, municipally described as 10916 – 102 Avenue, Edmonton AB.



- 1.1.6 **"Leased Premises"** means Suite #506 located in Lions Village Railtown.
- 1.1.7 **"Loan Agreement"** means that certain Loan Agreement whereby the Tenant advanced by way of loan to the Landlord, a copy of which agreement is attached hereto as Schedule "B" or attached to the Offer to Lease.
- 1.1.8 **"Operating Expenses"** means an amount equal to the total annual costs, expenses or outlays paid or payable by the Landlord or others on the Landlord's behalf in connection with the maintenance, operation, management, repair or replacement of the Project, including, but not limited to:
- 1.1.8.1 the cost of all operating expenses of the Project and services furnished;
 - 1.1.8.2 the cost of all management and administration, including, without limiting the generality of the foregoing, the cost of all housing, social and recreational programs of the Project;
 - 1.1.8.3 the cost of all insurance for fire and extended risk and liability as the Landlord in its discretion acting reasonably may effect or as may be required under the terms of any financing obtained by the Landlord;
 - 1.1.8.4 all taxes levied against the Project;
 - 1.1.8.5 the cost of all utilities and services provided to the Project, including as, water, cable, electricity and garbage removal, if not billed separately to the Tenant;
 - 1.1.8.6 all landscaping and snow removal costs;
 - 1.1.8.7 the cost of all repairs, maintenance and replacement to the Project which is not the responsibility of the individual Tenant and billed separately to the individual Tenant or is covered under the Landlord's insurance;
 - 1.1.8.8 an amount as established by the Landlord acting reasonably to provide for capital replacements or repairs to the Project.
- 1.1.9 **"Project"** means all improvements constructed or to be constructed upon the Lands from time to time, including without limitation, the buildings located thereon.
- 1.1.10 **"Spouse"** shall mean a person legally married to a Tenant, or a person who has lived with a Tenant as man or wife for a consecutive period of at least 24 months and who is commonly referred to as the Spouse of a Tenant.
- 1.1.11 **"Taxes"** means an amount equivalent to all taxes, rates, duties, levies, and other assessments whatsoever, whether municipal, provincial, parliamentary or otherwise, levied, imposed or assessed against the Project, or the Lands, or upon the Landlord on account thereof, or from time





tony vanessen <rooster57@gmail.com>

Re; Return of Life-Lease Entrance Fee/ Deposit

1 message

tony vanessen <rooster57@gmail.com>
To: kenneth.gill@lionsvillage.com

Fri, Jun 26, 2026 at 11:16 AM

I am formally requesting the return of my life-lease entrance fee / deposit for my unit (506) at Lions Village Railtown. My life-lease has ended, and under Alberta's 2024 Life-Lease Consumer Protection rules, the refund is required to be returned within the timelines set out in the legislation.

Under the 2024 rules;

...Operators must return entrance fees within the required refund period once the unit has been vacated and eligible for refund.

...Any deductions must be clearly explained in writing and must comply with the Act.

...Refunds must be issued promptly and operators must act in good faith.

Accordingly, please provide;

...The full refund pwing.

...A written breakdown of any deductions (if applicable)

...The date the refund will be issued.

...The method of payment.

I expect the refund to be processed within 10 business days of receiving this letter. If there is any reason for delay, please provide written justification immediately, as required under the 2024 consumer protection standards.

If i do not receive the refund or a satisfactory written response within this timeframe, i will consider further action to enforce my rights under Alberta's 2024 Life - Lease legislation.

Thank you for your prompt attention.

Sincerely,

Tony and Susan Van Essen

Unit 506 Railtown Village at Railtown

Ph: 778-347-5259

Email: rooster57@gmail.com

This is Exhibit "C" referred to in the Affidavit of Teunis Van Essen, sworn before me this
3 day of July, 2026



A Commissioner for Oaths
in and for the Province of Alberta

THIS IS EXHIBIT "C" referred to in the
Affidavit of Teunis Albertus Jan Van Essen
Sworn before me this 3 day of July, 2026



A Commissioner for Oaths in and for Alberta

Alexandra Sainsbury
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sep. 17, 2026
Appointee # 0770682

Notice to vacate lifelease. December 21,2025 thru March 31, 2026.

Kenneth Gill <kenneth.gill@lionsvillage.com>

Wed, Jan 28, 2026 at 10:31 AM

To: tony vanessen <rooster57@gmail.com>

Cc: "Sarah James [LVSC Office]" <admin@lionsvillage.com>

Good morning,

Thank you for your email. The contents have been noted. Your notice to vacate will end on March 31st and you will remain liable for the operating costs until that time.

Any refunds, subject to any deductions will be processed further 90 days after the termination of the lease.

Regards

Kenneth

[Quoted text hidden]

Notice to vacate lifelease. December 21,2025 thru March 31, 2026.

6 messages

tony vanessen <rooster57@gmail.com>

Sun, Dec 21, 2025 at 5:59 PM

To: kenneth.gill@lionsvillage.com, "Sarah James [LVSC Office]" <admin@lionsvillage.com>

This is to advise our intent to vacate our lifelease at unit 506 -
10916 - 102 Ave Railtown Seniors Village.

As per the 90 day notice requisite, our final day of occupancy
will be March 31, 2026.

Regards.

Susan and Tony Vanessen.

Sarah James [LVSC Office] <admin@lionsvillage.com>

Mon, Dec 22, 2025 at 2:02 PM

To: tony vanessen <rooster57@gmail.com>, Kenneth Gill <kenneth.gill@lionsvillage.com>

Thank you for letting us know.

[Quoted text hidden]

tony vanessen <rooster57@gmail.com>

Mon, Jan 26, 2026 at 3:35 PM

To: kenneth.gill@lionsvillage.com

[Quoted text hidden]

tony vanessen <rooster57@gmail.com>

Mon, Jan 26, 2026 at 3:45 PM

To: kenneth.gill@lionsvillage.com

Good afternoon.

Apparently there is some misunderstanding regarding our notice to vacate our lifelease effective March 31,2026.

I have forwarded, to your attention, the original notice to Sara dated December 21,2025 and her response December 22,2025.

We later inquired by phone if there was anything else required and Sara advised nothing else was needed.

We will be by your office on Friday, January 30 to drop off our hard copies.

Regards.

Tony Vanessen

[Quoted text hidden]

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tony vanessen <rooster57@gmail.com>

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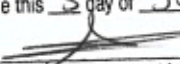
Any refunds, subject to any deductions will be processed further 90 days after the termination of the lease.

This is Exhibit "B" referred to in the Affidavit of Teunis Van Essen, sworn before me this
 3 day of July, 2026



A Commissioner for Oaths
in and for the Province of Alberta

THIS IS EXHIBIT " B " referred to in the
Affidavit of Teunis Albertus Jan Van Essen
Sworn before me this 3 day of July, 2026

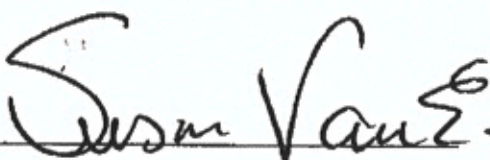


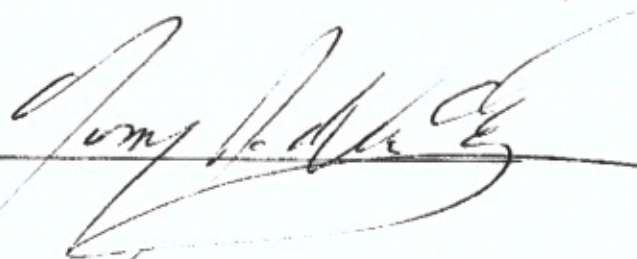
A Commissioner for Oaths in and for Alberta

Alexandra Sainsbury
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sep. 17, 2026
Appointee # 0770682

17. The Tenant is responsible for all damages incurred by the inappropriate operation of any appliance or fixture caused by themselves or their guests.
18. No propane barbeques or similar LPG devices are allowed on the premises.
19. Marijuana cannot be grown in any suite or on any common area, internal or external, that the Lions Village of Greater Edmonton owns or controls.

Signed this 16 day of October 2024.

Per:  _____
Witness

Per:  _____
Witness

Lions Village of Greater Edmonton Society

Per:  _____
Hannah Osborne
Witness

SCHEDULE "D"

RULES AND REGULATIONS

1. Tenants must obey all health, fire, police and other regulations as set out by the City of Edmonton and the Province of Alberta.
2. Tenants must not create any nuisance or cause annoyance to the other tenants. Quiet must be maintained between 2300 hours and 800 hours.
3. Tenants are not allowed to leave guests in charge of their suite without permission from the landlord.
4. Children are not permitted to use common areas as play areas. All toys shall remain inside the tenants' suite.
5. Objectionable materials shall not be kept in the tenants' suite, furnace room, and designated storage areas or in any common area on site. No items can be stored in the furnace room of the suite.
6. The tenant must keep both private and public areas of the building and grounds clean and sanitary.
7. All garbage must be securely bagged or wrapped and disposed of in a proper manner. Garbage must be placed in the garbage receptacle in the central location as designated.
8. Smoking is prohibited in all common areas and on patios and balconies.
9. Tenants are responsible for but not limited to the following items:
 - (a) Plugged toilets and drains,
 - (b) Any damage caused by windows being left open, and
 - (c) Willful or accidental damage to any element of the building or grounds caused by the tenant or their guests.
10. Additions or changes to the electrical, plumbing or any other building elements shall not be made without the landlord's written permission. All authorized work done must meet or exceed appropriate Code requirements. The Landlord may require that all work be done by a certified professional.
11. Landlord or his agent shall be authorized to enter the tenants' premises at any time in case of emergency or after giving 24 hours written notice for routine inspections.
12. All repair or maintenance requests must be reported in writing to the landlord or designated personnel.
13. Tenants shall use the grounds, entrances and other common areas in a proper manner and shall not modify landscaped areas for any reason without the landlords' permission.
14. Approved pets are permitted providing;
 - a) The Landlord reserves the right to require a Tenant to give up a pet if they can no longer care for them in an appropriate manner,
 - b) The Landlord reserves the right to limit the number of pets per suite,
 - c) Birds must be caged at all times,
 - d) Cats not allowed to roam free on the grounds,
 - e) Dogs shall not exceed 12 inches (30 cm) measured at the shoulder with the exception of service dogs.
 - f) Dogs and cats must be kept on a leash or caged when outside the tenants' suite and shall not cause annoyance to other tenants.
 - g) Pets are not allowed to be in the common areas of the building that are used for congregating tenants.
 - h) No visiting pets are allowed.
15. Tenants are responsible for all damages to the suite or building that arise from their conduct or that of their guests.
16. The Landlord is not responsible for the maintenance, repair or replacement of any non-standard appliance or fixture that a Tenant has been permitted to change or add in to their suite.

SCHEDULE "C "

TENANTS RENT AND CALCULATION:

Attached to and forming part of the lease to: Susan and Teunis Van Essen, jointly

Dated this 16 day of October 2024 with respect to Unit # 506, Lions Village Railtown.

Unit Value	\$109,000.00
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Tenant Loan Amount	\$109,000.00
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Equity Balance	\$0.00
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Base Rent	\$ 0.00
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Monthly Operating Fee	\$805.34
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Total Monthly Fee	\$805.34
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Note:

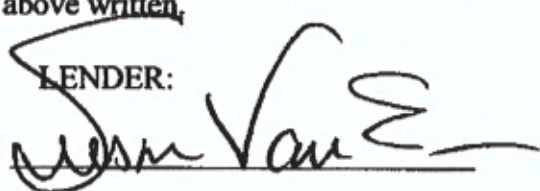
- 1) Monthly operating fees are reviewed annually and adjusted, as necessary.
- 2) A tenant with a motor vehicle registered in their name can lease a parking spot for an additional monthly cost.

15. This Agreement shall remain in full force and effect until payment in full of all of the Principal Sum.

16. This Agreement constitutes the entire agreement between the parties in respect to the matters herein dealt with and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect to such matters.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first above written,

LENDER:

Per: 

Witness

Per: 

Witness

BORROWER

LIONS VILLAGE OF GREATER EDMONTON SOCIETY

Per: _____

Hannah Osborne

Witness

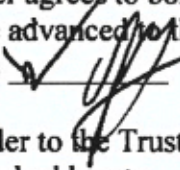
8. The Borrower covenants to keep the Project insured for its full replacement value, with second loss payable to the Trustee.
9. The Borrower and the Lender covenant that they will execute or cause to be made, done or executed all further and lawful acts, deeds, things, devices, conveyances and assurances whatsoever for effecting the purposes and intent of this Agreement.
10. Any notice to be given hereunder shall be in writing, addressed to the party for whom it is intended, and shall not be deemed received until actual receipt by the other party, except if sent by facsimile, in which case, it shall be deemed received on the business day next following the date of transmission. The mailing addresses of the parties shall be:

10.1 As to the Borrower:
LIONS VILLAGE OF GREATER EDMONTON SOCIETY
Suite 202, 204 Haddow Close NW
Edmonton, AB T6R 3B3
Telephone: 780-447-4484
Facsimile: 780-391-0040

10.2 As to the Lender:

Or any other mailing or facsimile addresses as the parties may from time to time notify the other.

11. This Agreement shall be binding on and ensure to the benefit of the Borrower and the Lender and their respective successors.
12. Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement, but shall be deemed severable from the prohibited and unenforceable provision or provisions and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
13. No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated, nor any consent or any departure by the Borrower, shall in any event be effective unless it shall be in writing and signed by the Lender, and then the waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.
14. Time shall be of the essence of this Agreement.

- 1.5 **"TRUST AGREEMENT"** shall mean that certain Agreement between the Borrower and the Trustee in which the Trustee shall secure the Lenders loan by second mortgage, which second mortgage shall be held by and registered by the Trustee on behalf of all of the tenants of the Borrower.
2. The Lender agrees to lend to the Borrower and the Borrower agrees to borrow from the Lender, the sum of \$109,000.00 of lawful money of Canada, such sum to be advanced to the Trustee and dealt with in accordance with Trust Agreement. Tenant initials 
- 2.1 The loan as aforesaid shall be advanced by the Lender to the Trustee upon execution of this agreement or in accordance with Schedule "A", attached hereto.
3. No interest shall be charged or paid on the Principal Sum until default of repayment occurs by the Borrower and thereafter interest shall be charged and paid on the Principal Sum, or so much thereof as remains outstanding from time to time at the rate equal to the prime rate of interest as charged by the Royal Bank of Canada minus one (1%) percent per annum until paid.
4. The Principal Sum shall be repaid by the Borrower to the Lender ninety (90) days following the earlier of the following events:
- 4.1 The termination of the Lenders Tenancy in respect to the Leased Premises for whatever reason;
- 4.2 The bankruptcy or receivership of the Borrower;
- 4.3 The sale or transfer of the Lands and Project by the Borrower;
- 4.4 The nonfulfillment of any of the conditions precedent in the Tenant's Offer to Lease the Leased Premises by the date stipulated in the Offer to Lease.
5. Notwithstanding the provisions of paragraph 4 above, it is understood and agreed that in the event that the Lender should die or be permanently hospitalized or otherwise unable to take possession of the Leased Premises, then the principal sum shall be repaid to the Lender within ninety (90) days from the date that an Occupancy Permit is issued from the City of Edmonton in respect to the Leased Premises.
6. Notwithstanding the provisions of paragraph 4 above, in the event that the Lender gives notice to the Borrower to terminate the Lenders tenancy of the Leased Premises in any month in which prior to such notice six and a half (6.5%) percent or more of the tenants of the Borrower in the Project have served notice on the Borrower to terminate their tenancies, then the Principal Sum shall not become due and payable until such time as the Borrower relets the Leased Premises. The Lender shall in any event be paid interest at the rate set out herein from the date, ninety (90) days following the termination of the tenancy to the date of repayment of the Principal Sum.
7. The Borrower hereby agrees that the Lands and Project shall be charged by way of mortgage, to be a second charge against the Lands and Project, and shall be security for the repayment of the Principal Sum pursuant to the terms of the Trust Agreement and the Lender agrees that he/she will not register any encumbrance or caveat or this Agreement in any manner against the Lands and Project and acknowledges that the sole security for the repayment of the Principal Sum shall be the mortgage held by the Trustee for and on behalf of the Lender.

Schedule "B" of Lease Agreement

LOAN AGREEMENT

THIS AGREEMENT made the 16 day of October, A.D. 2024.

BETWEEN

Susan and Teunis Van Essen, jointly
(Hereinafter called the "Lender")

OF THE FIRST PART,

-and-

LIONS VILLAGE OF GREATER EDMONTON SOCIETY
(Hereinafter called the "Borrower")

OF THE SECOND PART.

WHEREAS the Lender is a tenant or has agreed to become a tenant of the Borrower in respect to certain residential premises located or to be located in a development situated on lands known as Lions Village Railtown, municipally described as 10916- 102 Avenue in the City of Edmonton, Province of Alberta;

AND WHEREAS the Lender has agreed to advance to the Borrower a sum of money hereinafter set out, which sum is to be repaid by the Borrower to the Lender upon the conclusion of the term of the Lender's tenancy;

AND WHEREAS the repayment of the said loan shall be secured by a second mortgage against the Lands and Project, which second mortgage shall be held by and registered by a Trustee on behalf of all of the tenants of the Borrower.

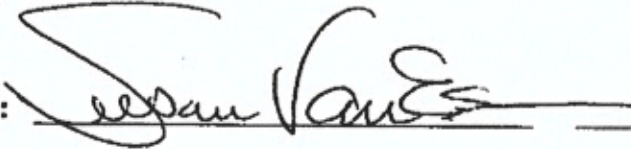
NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. In this Agreement, the following terms and expressions shall have the following meanings:
 - 1.1 **"LANDS"** shall mean that certain property, legally described as Plan, 9826195 Block 9B Lot 4A excepting thereout all mines and minerals, municipally described as 10916 – 102 Avenue, Edmonton AB.
 - 1.2 **"LEASED PREMISES"** shall mean that certain apartment unit located in the Project which the Lender has agreed to lease from the Borrower, such unit being Suite 506.
 - 1.3 **"PRINCIPAL SUM"** shall mean the amount of money in Canadian funds advanced by the Lender to the Borrower and remaining unpaid from time to time.
 - 1.4 **"PROJECT"** shall mean the residential housing complex constructed or to be constructed on the Lands.

13.9 The Tenant acknowledges that he/she has been provided with an opportunity and was recommended to both read this document and obtain independent legal advice concerning the terms and provisions of this document. By the execution of this document, the Tenant acknowledges either the receipt of independent legal advice or makes a voluntary and informed decision to waive the opportunity to seek and obtain independent legal advice, and, as such, shall not make any claim against the Landlord based on this document or the agreements scheduled hereto.

 Tenant initials

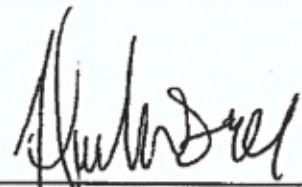
IN WITNESS WHEREOF the Tenant has hereunto executed this Lease as of the day and year first above written.

Tenant:  _____
Witness

Tenant:  _____
Witness

IN WITNESS WHEREOF, the Landlord has hereunto set their corporate seal, attested by their proper officers in that behalf, this 2 day of October 2024.

LIONS VILLAGE OF GREATER EDMONTON SOCIETY

Per:  _____
Hannah Osborne
Witness

ARTICLE 13-GENERAL

- 13.1 The Tenant acknowledges that, except as otherwise provided herein, there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease which constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except as subsequent agreement in writing of equal formality hereto executed by the Landlord and Tenant.
- 13.2 This Lease and everything herein contained shall enure to and be binding upon the successors and assigns of the Landlord.
- 13.3 Reference to the Tenant shall be read with such changes in gender as may be appropriate, depending on whether the Tenant is a male or female person, and if the Tenant is more than one person or entity, the covenants of the Tenants shall be deemed joint and several.
- 13.4 The Landlord and the Tenant agree that all of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof and should any provision or provisions of this Lease be illegal or not enforceable, or they shall be considered separate and severable from this Lease, the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
- 13.5 Any notice or document to be given or provided hereunder:
- 13.5.1 if given by the Landlord, shall be valid if delivered, or sent by registered mail, postage prepaid, addressed to the Tenant at the address referred to herein as the Leased Premises; and
- 13.5.2 if given by the Tenant, shall be valid and effective if delivered to an officer of the Landlord, or sent by registered mail, postage prepaid, addressed to the Landlord at:
Suite 202, 204 Hadow Close NW, Edmonton, AB. T6R 3B3.
- 13.5.3 any notice so delivered shall be deemed to be effectively given when delivered, and any notice given by registered mail shall be deemed to have been effectively given on the third business day after it was mailed as aforesaid, except in the event of an interruption in the postal service, in which case, such notice shall be delivered.
- 13.6 Any party hereto may give notice of a change of address for the giving of any notice or providing of any document by giving notice to the other party in accordance with the above provisions.
- 13.7 The headings appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and no way define, limit or enlarge the scope or meaning of this Lease or any provision hereof.
- 13.8 The Tenant covenants and agrees not to register any Caveat against the Lands, nor to register this Lease in any Land Titles Offices in which the Lands are situate.



Tenant's rent and proportionate share of Operating Expenses shall abate until the Leased Premises shall again be rendered wholly tenantable or the means of access restored; but if said damage shall be caused by the act or negligence of the Tenant, or of any person in or on the Project at the invitation of or with the consent of the Tenant, the rent and such proportionate share of Operating Expenses shall abate only to the extent of the rental value insurance, if any, collected by the Landlord with respect to the Leased Premises.

10.4 If the Landlord shall determine that:

10.4.1 the Project is totally destroyed by fire or other cause, or

10.4.2 the Project is so damaged that it cannot be repaired or restored within a reasonable time after the loss shall have been adjusted with the insurance carriers; or

10.4.3 if it shall be illegal to repair or replace such damage, then and in any such event the Landlord shall terminate this Lease by giving the Tenant within 30 days of such damage or destruction notice of termination and thereupon the Rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date of such damage or destruction and the Tenant shall forthwith deliver up possession of the Leased Premises to the Landlord; provided that notwithstanding the termination of this Lease set forth in this paragraph, the Tenant shall remain liable for any outstanding obligations of the Tenant under this Lease as at the time of such termination.

ARTICLE 11- INSURANCE

11.1 The Landlord shall insure the Project to its full insurable value for risk of damage caused by fire and, other risks.

11.2 The Tenant shall throughout the Term provide and keep in force to the benefit of the Landlord and the Tenant general liability insurance in an amount not less than \$2,000,000.00, or such other amounts as may be specified by the Landlord from time to time in respect of injury to or death of any persons or property damage. The Tenant shall promptly furnish to the Landlord copies of insurance policies or other evidence satisfactory to the Landlord of such insurance and any renewals.

11.3 To the maximum extent permitted by law or the terms of any policy of insurance now or hereafter obtained by either the Landlord or the Tenant, the Landlord and the Tenant herewith mutually waive any and all right of subrogation of any insurance carrier of either of them with respect to loss or damage to any property within the Project and, to the extent that any loss or damage is covered by the insurance of either the Tenant or the Landlord, the parties insured herewith releases the other from any liability with respect to such loss or damage.

ARTICLE 12 - ACCESS BY LANDLORD

12.1 The Landlord has right of access to the Leased Premises:

12.1.1 to show the Leased Premises to prospective tenants at reasonable hours after notice to terminate the tenancy has been given;

12.1.2 in the case of an emergency; and

12.1.3 after giving written notice to the Tenant of at least 24 hours before time of entry, which time will be specified on the notice and shall be during daylight hours.

11 11

ARTICLE 8 - REPAIRS AND REPLACEMENTS

- 8.1 The Tenant shall be responsible at the Tenant's sole cost for cleaning of the Leased Premises and for repairs and maintenance of any appliances not the property of the Landlord and for the repair and maintenance of any improvements to the Leased Premises installed or constructed by the Tenant.
- 8.2 The Tenant shall at its own cost make all repairs to the Leased Premises necessitated by any negligent or willful conduct of the Tenant, or by the willful or negligent conduct of an invitee or occupant of the Leased Premises.
- 8.3 The Landlord shall be responsible for maintaining the Leased Premises, other than the obligations of the Tenant as set forth in paragraphs 8.1 and 8.2.
- 8.4 The Tenant may make improvements or alterations to the Leased Premises during the Term at the Tenants sole cost, provided the Tenant has obtained the written consent of the Landlord.
- 8.4.1 Any improvements to the Leased Premises shall upon the expiry of the Term become the property of the Landlord, provided however that the Landlord may require the Tenant to remove such improvements at the expiry of the Term at the Tenant's sole cost and require the Tenant to restore the Leased Premises to its original condition.

ARTICLE 9 - RULES AND REGULATIONS

- 9.1 The Tenant agrees to abide by the rules and regulations as set forth in Schedule "D" attached hereto, and further agrees to abide by any other reasonable rules and regulations that may be made by the Landlord and communicated to the Tenant in writing from time to time during the Term and all such rules and regulations now in force or hereafter put in force shall be read as forming part of the terms and conditions of this Lease.

ARTICLE 10 - DAMAGE

- 10.1 The Tenant shall reimburse the Landlord for costs or expenses incurred by the Landlord in making good any damage caused to the Leased Premises or the Project or any part thereof, including the furnishings and amenities thereof, as a result of the negligent or willful act or omission of the Tenant or any person in or on the Project at the invitation of or with the consent of the Tenant.
- 10.2 If the Leased Premises or the means of access thereto or the Project shall be damaged by fire or other cause covered by the Landlord's insurance, the Landlord shall with reasonable dispatch, after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customary in similar projects, the Leased Premises to the extent that insurance monies are made available to the Landlord. Any costs incurred by the Landlord in connection therewith that are not recovered under such insurance coverage shall be deemed to be part of the Operating Expenses. Anything in this Agreement to the contrary notwithstanding, the Landlord shall not be required to repair or replace or cause to be repaired or replaced any equipment, fixtures, furniture, furnishings or decorations installed by the Tenant or any previous Tenant of the Leased Premises.
- 10.3 In case the damage resulting from fire or other casualty shall be so extensive as to render the Leased Premises partly or wholly un-tenantable, or if the means of access thereto shall be destroyed, the

monthly payments, on the first of each month, in each and every year of the Term, the first of such payments to be payable on the Commencement Date; or in the event the Project is not encumbered by a first mortgage, an annual amount equal to the Deemed Debt Service, such amount payable in equal monthly payments together with the payment of the operating expense on the first of each month in each and every year of the Term.

5.1.1 The Debt Service to be attributed to the Leased Premises shall be the portion of the Debt Service which the Landlord's Equity in the Leased Premises bears to the total Landlord's Equity in all of the Units of the Project.

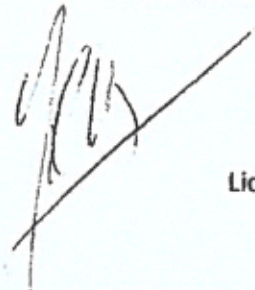
- 5.2 In the event that any of the Projects are not encumbered by a first mortgage and the Tenant is paying Rent equal to the Deemed Debt Service, such amount shall be adjusted every five (5) years to the then prevailing interest rate.
- 5.3 If the cost of Debt Service shall increase at any time throughout the Term, the Tenant agrees to pay such increase, effective from the date of such increase, and in the event that the cost of Debt Service shall decrease, the amount payable by the Tenant to the Landlord shall decrease by such amount.
- 5.4 As of the Commencement Date, the Tenant's Rent and the calculation thereof is as set out in Schedule "C" attached hereto.
- 5.5 In the event that the Tenant continuously remains a Tenant in the Leased Premises for a Term of years greater than thirty (30) years, the Landlord's Equity shall then be deemed to be nil and the annual Rent of the Tenant shall be calculated accordingly.

ARTICLE 6 - APPLIANCES

- 6.1 The Tenant acknowledges that the Leased Premises is equipped with the following appliances, which shall remain the property of the Landlord: stove, refrigerator, dishwasher, washer and dryer.
- 6.2 The Tenant shall immediately notify the Landlord in the event of a malfunction in any of the above appliances and the Landlord agrees to repair and maintain such appliances and to replace the same where necessary, except for damage to such appliances caused by the Tenant through any willful act or negligence or misuse of the appliances.

ARTICLE 7 - SUBLETTING AND PARTING WITH POSSESSION

- 7.1 The Tenant shall have the right to sublet the Leased Premises for terms not exceeding one (1) year with the written consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld so long as the proposed subtenant is a qualified tenant pursuant to the rules established by the Landlord from time to time and the subtenant agrees to be bound by the terms of this Lease.
- 7.2 In no event may the Leased Premises be sublet for a rental rate in excess of the rate charged under the provisions of this Lease.



ARTICLE 3 - SURRENDER OR TERMINATION

- 3.1 Notwithstanding the Term of this Lease, the Tenant may surrender this Lease at any time after the Commencement Date upon giving to the Landlord three clear months' written notice.
- 3.2 The Tenant may be removed from the Leased Premises by the Landlord upon thirty (30) days' written notice to the Tenant in the event of nonpayment of Rent by the Tenant or any other payment obligation of the Tenant under this Lease.
- 3.3 Notwithstanding anything herein contained, the Tenant may be removed from the Leased Premises and this Lease terminated should the Tenant create a nuisance or become a danger to themselves or the other Tenants of the Project or should the Tenant remain in breach of any term of this Lease for thirty (30) days following receipt of notice of such breach.
- 3.4 In the event that the Tenant commits a substantial breach of this Lease Agreement, and the Landlord elects to terminate this Lease as a result of such breach, all rentals for the then current month and the next three (3) months will immediately become payable and the term will at the option of the Landlord immediately be determined and the Landlord may retake possession of the Leased Premises and remove the Tenant's effects from them.
- 3.5 In the event the Tenant terminates this lease or causes the Landlord to terminate this lease the landlord shall charge the Tenant as liquidated damages (not as a penalty), a fee of six and half percent (6.5%) of the Unit Value to cover administration and releasing costs.
- 3.6 Notwithstanding anything in this Agreement to the contrary, any money owed by the Tenant to the Landlord for damage to the Leased Premises or the Project or for any unpaid rent or other obligation of the Tenant to the Landlord shall be set off and deducted from any amounts owed by the Landlord to the Tenant pursuant to the Loan Agreement and the Tenant hereby authorizes such deduction and set off and irrevocably authorizes the Trustee or the Landlord to make any such deduction or set off.

ARTICLE 4 - PAYMENT OF OPERATING EXPENSES

- 4.1 The Tenant shall pay to the Landlord at the office of the Landlord at Suite 202, 204 Haddow Close, Edmonton, Alberta T6R 3B3 or such other place and by such method as the Landlord shall direct in writing, in lawful money of Canada, and without deduction or set off, the Tenant's Proportionate Share of Operating Expenses. On the first day of each and every calendar month throughout the Term the Tenant shall pay 1/12 of the Landlord's estimate of the Tenant's Proportionate Share of Operating Expenses for the current fiscal year of the Landlord and each successive fiscal year of the Landlord thereafter, provided that if the Term commences after the beginning of any such fiscal year or expires before such fiscal year, the Tenant's Proportionate Share of Operating Expenses payable for such fiscal year shall be reduced pro rata.



other like tax levied, imposed or assessed upon the capital of the Landlord howsoever the capital may be measured, and which Tax is reasonably allocated to the Project and/or the Land, and such taxes, rates, duties and assessments, levied, imposed or assessed against roadways, lanes, alleys or other passage ways intended for the use of Tenants of the Project which do not form part of the Land, or upon the Landlord on account thereof, and any and all Taxes which may in future be levied in lieu of Taxes as herein before defined.

- 1.1.12 **"Tenant's Proportionate Share"** means the fraction in which the numerator is the square foot area of the Leased Premises as determined by the Landlord and the denominator is the total square footage of all residential units in the buildings located in the Project intended to be leased as determined by the Landlord.
- 1.1.13 **"Tenant"** shall mean the person or persons executing this Agreement named herein.
- 1.1.14 **"Term"** means the period commencing on the date for occupancy assigned to each Tenant by the Landlord (the "Commencement Date") and ending on the earlier of:
- 1.1.14.1 the termination date as determined by the giving of notice by either party as provided herein, or
- 1.1.14.2 the last day of the sixth (6th) month following the death of the Tenant; provided that if the Tenant consists of more than one person, the reference to the death of the Tenant shall refer to the last of such persons to die, or
- 1.1.14.3 the last day of the sixth (6th) month following the giving of Notice from the Landlord to the Tenant if the Landlord intends to demolish or substantially renovate the project.
- 1.1.15 **"Trustee"** shall mean UMC Financial Management Inc. or its successors.
- 1.1.16 **"Unit Value"** shall mean \$109,000.00.

ARTICLE 2 - DEMISE AND TERM

- 2.1 In consideration of the covenants and agreements contained in this Lease to be observed by the Tenant, the Landlord hereby demises and leases to the Tenant and the Tenant leases from the Landlord the Leased Premises for the Term.
- 2.2 Other than the Tenant, the only person or persons who may permanently reside or occupy the Leased Premises is/are the following:
- 2.2.1 the spouse of the Tenant, parents of the Tenant, or siblings of the Tenant and then only with written consent of the Landlord, which may be withheld arbitrarily, or, if given, may be revoked by the Landlord upon seven (7) days' notice to the Tenant or such occupant.

